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OF COUNSEL  
URBAN A LESTER

RECORDATION NO. 29987-A FILED

November 22, 2011

NOV 22 '11 -5 00 PM

Ms Cynthia T Brown  
Chief of the Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

SURFACE TRANSPORTATION BOARD

Dear Ms. Brown

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment Agreement, dated as of November 22, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Railcar Lease previously filed with the Board under Recordation Number 29987.

The names and addresses of the parties to the enclosed document are

Assignor. The CIT Group/Equipment Financing, Inc.  
c/o CIT Group Inc.  
1 CIT Drive  
Livingston, NJ 07039

Assignee: The CIT Group/Corporate Aviation, Inc.  
c/o CIT Group Inc.  
1 CIT Drive  
Livingston, NJ 07039

Ms. Cynthia T Brown  
November 22, 2011  
Page 2

A description of the railroad equipment covered by the enclosed document is:

100 covered hopper railcars: CEFX 311100 - CEFX 311199

A short summary of the document to appear in the index is:

Assignment Agreement

Also enclosed is a check in the amount of \$41 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Edward M. Luria".

Edward M Luria

EML/bhs  
Enclosures

NOV 22 '11

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ASSIGNMENT AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of November 22, 2011 by The CIT Group/Equipment Financing, Inc., a Delaware corporation ("Assignor") and The CIT Group/Corporate Aviation, Inc., a Delaware corporation ("Assignee").

## RECITALS

WHEREAS, Assignor and Badger Mining Corporation (the "Lessee") are parties to that certain Master Railcar Lease, dated as of May 8, 2000 (the "Master"), as supplemented by that certain Schedule No. 13, dated as of March 16, 2011, as amended by that certain Amendment No. 01 to Lease Schedule No. 13 (the "Schedule" and such Schedule, incorporating the terms of the Master, being hereinafter referred to as the "Lease"), evidence of which has been recorded pursuant to a Memorandum of Railcar Lease with the Surface Transportation Board on November 14, 2011 at 5:37 p.m. and assigned recordation number 29987

WHEREAS, the parties hereto desire to enter into this Assignment to facilitate the assignment by Assignor of its right, title, interest and obligations in, to and under the Lease and all proceeds thereof to Assignee.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment Effective as of the date hereof, Assignor hereby assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title, interest and obligations in, to and under the Lease and all proceeds thereof. Assignee hereby accepts the foregoing assignment.
2. Counterparts This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. Successors and Assigns. The terms of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.
4. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of New York.
5. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment and to implement the transactions contemplated hereby.
6. Recording. The parties hereto wish to show for public record this Assignment and accordingly have caused this Assignment to be executed by their officers thereunto duly authorized, as of the date first above written.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered on the day and year first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: *Jeffrey T. Lytle*  
Name: Jeffrey T. Lytle  
Title: SVP

STATE OF IL )  
COUNTY OF Cook ) ss:

The foregoing Assignment Agreement was acknowledged before me, the undersigned Notary Public, in the County of Cook this 18 day of November, 2011 by Jeffrey T. Lytle as SVP of THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation.

*Sheila Kowalski*  
Notary Public

My commission expires: 2/28/15

[Notarial Seal]

OFFICIAL SEAL  
Sheila Kowalski  
Notary Public, State of Illinois  
My Commission Expires 2/28/15

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered on the day and year first above written.

THE CIT GROUP/CORPORATE AVIATION, INC.

By.   
Name: Richard A. Rossi  
Title: Director

STATE OF IL )  
COUNTY OF Cook ) ss:

The foregoing Assignment Agreement was acknowledged before me, the undersigned Notary Public, in the County of Cook this 18 day of November, 2011 by Richard A. Rossi, as Director of THE CIT GROUP/CORPORATE AVIATION, INC., a Delaware corporation.



Notary Public

My commission expires: 2/28/15

[Notarial Seal]

OFFICIAL SEAL  
Sheila Kowalski  
Notary Public, State of Illinois  
My Commission Expires 2/28/15

**CERTIFICATION**

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated. 11-22-11

Edward M Luria  
Edward M Luria